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SURFACE TRANSPORTATION BOARD

AUG 2 4 '05

ALVORD AND ALVORD

ATTORNEYS AT LAW

1050 SEVENTEENTH STREET, N.W.

SUITE 301

Washington, D.C.

20036

FAX (202) 393-2156

August 24, 2005

ELLSWORTH C. ALVORD (1964)

FLIAS C. ALVORD (1942)

(202) 393-2266

E-MAIL alvordlaw@aol.com

OF COUNSEL URBAN A. LESTER

1-03 PM

Mr. Vernon A. Williams Secretary Surface Transportation Board Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of August 17, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignors:

MILPI Holdings, LLC

Rail Investors I LLC

Rail Investors II LLC

Transportation Equipment-PLM, LLC PLM Investment Management, Inc.

PLM Transportation Equipment Corporation

PLM Equipment Growth Fund V

PLM Equipment Growth Fund VI

PLM Equipment Growth & Income Fund VII

Professional Lease Management Income Fund

I. LLC

PLM Equipment Growth Fund Canada Limited

PLM Investment Fund LLC

PLM Rail Partners, LLC

PLM Rail V, LLC Acquisub, LLC

655 Montgomery Street, Suite 1200 San Francisco, California 94111

Mr. Vernon A. Williams August 24, 2005 Page 2

Assignee:

CIT Group Inc.

1211 Avenue of the Americas New York, New York 10036

A description of the railroad equipment covered by the enclosed document is:

1,096 railcars within the following series, not inclusive, as set forth in the equipment schedule attached to the document:

BCOL 829000 – BCOL 829129 CELX 16224 CITX 33382 – CITX 35522 CITX 71734 – CITX 71768 CTEX 549 - CTEX 1054 DCTX 29825 - DCTX 34438 DCTX 71793 - DCTX 76653 HOMX 2027 – HOMX 2037 PCSX 1001 – PSCX 1129 PLMX 133 – PLMX 10577 PLMX 19101 – PLMX 81191 PLMX 125065 – PLMX 178219 PLMX 733160 – PLMX 733222 VCSX 136 - VCSX 165

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anm Enclosures AUG 2 4 '05

1-03 PM

EXECUTION COPY

ASSIGNMENT AND ASSUMPTION AGREEMENT SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated August 18, 2005 (this "Agreement"), among MILPI Holdings, LLC, a Delaware limited liability company ("MILPI"), Rail Investors I LLC, a Delaware limited liability company ("Rail I"), Rail Investors II LLC, a Delaware limited liability company ("Rail II"), Transportation Equipment-PLM, LLC, a Delaware limited liability company ("TE-PLM"), PLM Investment Management, Inc., a California corporation ("PLM Investment Management"), PLM Transportation Equipment Corporation, a California corporation ("PLM Transportation"), PLM Equipment Growth Fund V, a California limited partnership ("Fund V"), PLM Equipment Growth Fund VI, a California limited partnership ("Fund VI"), PLM Equipment Growth & Income Fund VII, a California limited partnership ("Fund VII"), Professional Lease Management Income Fund I, LLC, a Delaware limited liability company ("Fund I"), PLM Equipment Growth Fund Canada Limited, a company incorporated in Alberta, Canada ("EGF Canada"), PLM Investment Fund LLC, a Delaware limited liability company ("Investment Fund"), PLM Rail Partners, LLC, a Delaware limited liability company ("Rail Partners"), PLM Rail V, LLC, a Delaware limited liability company ("Rail V") and Acquisub, LLC, a Delaware limited liability company ("Acquisub" and, collectively with MILPI, Rail I, Rail II, TE-PLM, PLM Investment Management, Fund V, Fund VI. Fund VII. Fund I, EGF Canada, Investment Fund, Rail Partners and Rail V, the ("Assignors"), and CIT Group/Equipment Financing Inc., a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, CIT Group Inc., a Delaware corporation ("CIT") and the Assignors have entered into that certain Asset Purchase Agreement dated as of August 4, 2005 (the "Purchase Agreement"), providing for the purchase of Purchased Assets (as defined in the Purchase Agreement), including, without limitation, the railcars described on Schedule 1 hereto (the "Owned Cars") by the Purchaser or its assignee from the Assignors, subject to the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, CIT has assigned its right to purchase the Owned Cars to the Assignee; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Assignors and the Assignee evidencing the assignment by each Assignor of all of its right, title and interest in and to the Owned Cars and the Assigned Contracts (as defined in the Purchase Agreement) relating to the Owned Cars.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to them in the Purchase Agreement.

- 2. Assignment. Effective as of the date hereof, each Assignor hereby sells, transfers, assigns, conveys, grants and sets over to the Assignee, its successors and assigns forever, all of such Assignor's rights, title and interest as of such date in and to the Owned Cars and the Assigned Contracts relating to the Owned Cars.
- 3. Acceptance of Assignment; Assumption of Obligations; Effect of Assignment. Effective as of the date hereof, the Assignee accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the date hereof (and without limitation on any obligations of CIT under the Purchase Agreement or any other instrument delivered thereunder), assumes all Assumed Liabilities of the Assignors relating to the Owned Cars.
- 4. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.
- 5. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 10.4 of the Purchase Agreement.
- 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignors and the Assignee and their respective successors and assigns.
- 7. Entire Agreement. This Agreement and the schedules attached hereto, and any written amendments to this Agreement satisfying the requirements of Section 4 hereof, (i) constitute the entire agreement between the Assignee and Assignors with respect to the subject matter hereof, and (ii) supersede and replace all correspondence, understandings and communications between the parties hereto with respect to the transactions contemplated by this Agreement; provided, that nothing contained in this Agreement shall supersede or otherwise impair the Purchase Agreement or any of the instruments, documents, or agreements (other than this Agreement) delivered in connection therewith.
- 8. Certain Assurances. Each of the Assignors and the Assignee shall do, execute, acknowledge and deliver, or shall cause to be done, executed and acknowledged and delivered, all such further acts, conveyances and assurances as shall be advisable or necessary for accomplishing the purposes of and carrying out the obligations of such party under this Agreement.
- 9. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.
- 10. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise

the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois, without giving effect to the conflict of law rules thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

ASSIGNEE:

THE CIT GROUP/EQUIPMENT FINANCING

INC.

By: Name:

Christine L. Reilly

Title:

Executive Vice President

NYDOCS03/775760.6

Assignment & Assumption

ASSIGNORS:

MILPI HOLDINGS, LLC

By:	PLM MILPJ Holdings, LLC, its
•	Manager
	By:
	Name: James A. Coyne
	Title: Manager
	· ·
RAI	L INVESTORS I LLC
Ву:	Trapsportation Equipment-PLM,
Dy.	LLQ, its Manager
	By:
	Name: James A. Coyne
	Title: Secretary
DATI	LINVESTORS ILLC,
KAII	TITTESTORS HILLE
By:	- / A 18
Name	e: James A. Coyne
Title:	E: James A. Coyne
mue.	
TID A	NSPORTATION EQUIPMENT-PLM, LLC
IKA	ASPORTATION EQUIPMENT-PLM, LLC
By:	
Name	Toron A Corno
Title:	President
PI.M	INVESTMENT/MANAGEMENT, INC.
# #71V#	IN UST WIEN'S WHAT AGENTENT, INC.
Ву:	Just to
Name	: James A. Coyne
Title:	President

By:	•	- /w/ log
Nam	e:	James A. Coyne
Title	:	Secretary
DY N/	FOUR	PMENT GROWTH FUND V
F LJIV.	LQUII	Λ .
Ву:		PLM Financial Services, Inc., its
	(Manager /
	By:	- O 10
	Name:	Janles A. Coyne
	Title:	Président
PLM	EQUII	PMENT GROWTH FUND VI
Dvn		PLM Financial Services, Inc., its
By:		Manager Manager
	By:	Vividiagei
	,	James A. Coyne
	Name: Title:	President
	Tiue.	riesident
PLM	I EQUII	PMENT GROWTH & INCOME
FUN	D VII	
D		1 / la -
By: Nam		James A. Coyne
Nam Title		James A. Coyne
11116	•	
PRO	FESSIC	NAL LEASE MANAGEMENT
NC	OME FU	UND I, LLC
		PLM Financial Services, Inc., its
By:		1,2,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1
Ву:	,	Manager
Ву:	By: <	
Ву:	By: <	

DY NA 17A	QUIPMENT GROWTH FUND CANADA
LIMITE	- / / / /
	" /
By:	
Name:	James A. Coyne
Title:	Vice President
PLM IN	VESTMENT FUND LLC
By:	Transportation Equipment-PLM,
	LLC√its Manager
Ву	
	me: James A. Coyne
Tit	tle: Secretary
	•
TOT BE TO	III DADENIEDO XX C
PLM KA	AIL PARTNERS, LLC
Drn	Transportation Aquipment-PLM,
By:	LLC, its Manager
Ву	
•	me: James A. Coyne
Tit	
111	ie. President
	(
PIMRA	AIL V, LLC
Z EIVI IQ	1
By:	Transportation Equipment-PLM,
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By	\
•	me: James A. Coyne
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ACQUIS	SUB, LLC
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By:	PLM Financial Services, Inc., its
•	Manager
Ву	latter/
Na	me: Parnes A. Coyne
Tit	

STATE OF Wymetint	
COUNTY OF Fairlield	SS

On this, the \textsup \day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of MILPI HOLDINGS, LLC, that said instrument was signed on August \textsup, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

My Commission Expires:

Residing in 2

AURORA CHAN Notary Public Connecticut STATE OF COUNTY OF Fairfyild

SS.:

On this, the May day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of RAIL INVESTORS I LLC, that said instrument was signed on August M, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date

above mentioned.

Name

Notary Public

My Commission Expires: Residing in Hambon

AURORA CHAN

Notary Public Connecticut My Commission Expires Jul 31, 2010

STATE OF_	Connecticut)
COUNTY OF	tarfield	

SS.:

On this, the was day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of RAIL INVESTORS II LLC, that said instrument was signed on August 1, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

My Commission Expires:

Residing in_

AURORA CHAN Notary Public Connecticut Immission Expires Jul 3 STATE OF Country of Fairfield

SS.:

On this, the May of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of TRANSPORTATION EQUIPMENT-PLM, LLC, that said instrument was signed on August M., 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

My Commission Expires:

Residing in

AURORA CHAN Notary Public Connecticut

STATE OF	Connecticut)	
COUNTY OF	tainfield		SS.:

On this, the day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of PLM INVESTMENT MANAGEMENT, INC., that said instrument was signed on August 7, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned. $\sqrt[N]{}$

Name

Notary Public

My Commission Expires:

Residing in

AURORA CHAN Notary Public Connecticut

STATE OF_	Connecticut)	
	- Fainfield		SS.:

On this, the May day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of PLM TRANSPORTATION EQUIPMENT CORPORATION, that said instrument was signed on August M., 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned. M

Name

Notary Public

My Commission Expires

Residing in

AURORA CHAN Notary Public Connecticut

STATE OF	Connecticut	_
COUNTY OF	Fairfield	<u>)</u>

SS.:

On this, the May of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of PLM EQUIPMENT GROWTH FUND V, that said instrument was signed on August M., 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

My Commission Expires:

Residing in

AURORA CHAN Notary Public Connecticut

STATE OF	Connecticut)	
COUNTY OF	Fairhield)	SS.:

On this, the May of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of PLM EQUIPMENT GROWTH FUND VI, that said instrument was signed on August M, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

My Commission Expires:

Residing in_

AURORA CHAN Notary Public Connecticut

STATE OF_	Connecticut)	
COUNTY OF	Fairhield	_)	SS.

On this, the \text{1} day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of PLM EQUIPMENT GROWTH & INCOME FUND VII, that said instrument was signed on August 1, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

My Commission Expires:

Residing in_

AURORA CHAN
Notary Public
Connecticut
My Commission Expires Jul 31, 2010

STATE OF COMMICTALLY SS.:
COUNTY OF Fair (1)
On this, the \frac{17}{17} day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the
Secretary of PROFESSIONAL LEASE MANAGEMENT INCOME FUND I, LLC, that said
instrument was signed on August, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date
above mentioned.
Name
Notary Public
My Commission Expires:
Residing in Starnlyand,
AURORA CHAN Notary Public

STATE OF_	Connecticut	
COUNTY O	= tairlield	 SS

On this, the \(\frac{17\text{1}}{\text{1}}\) day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of PLM EQUIPMENT GROWTH FUND CANADA LIMITED, that said instrument was signed on August \(\frac{17}{\text{1}}\), 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

My Commission Expires: Residing in Stampan

Notary Public
Connecticut
My Commission Expires Jul 31, 201

STATE OF_	Connecticut)	
COUNTY OI	= tainhield)	SS.:

On this, the Way of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of PLM INVESTMENT FUND LLC, that said instrument was signed on August 17, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

AURORA CHAN Notary Public Connecticut

STATE OF COUNTY OF Tairbild

SS.:

On this, the May of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of PLM RAIL V, LLC, that said instrument was signed on August M, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned. N

Name

Notary Public

My Commission Expires: Residing in Stam Word

AURORA CHAN Notary Public Connecticut

country of tairfield ss.:

On this, the day of August, 2005, before me, a Notary Public in and for said County and State, personally appeared James A. Coyne, who being by me duly sworn, says that he is the Secretary of ACQUISUB, LLC, that said instrument was signed on August 1, 2005 on behalf of said companies, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name

Notary Public

My Commission Expires:

AURORA CHAN Notary Public Connecticut

My Commission Expires Jul 31, 2010

Assignment & Assumption

STATE OF New Jersey) COUNTY OF Essex	SS.:
COUNTY OF Essex	55
and State, personally appeared Christine the of CIT Group Inc., a	5, before me, a Notary Public in and for said County L.Rellywho being by me duly sworn, says that (s)he is Delaware corporation, that said instrument was signed coration, and (s)he acknowledged that the execution of and deed of said corporation.
IN WITNESS WHEREOF, I have above mentioned.	e hereunto set my hand and official seal on the date
	hlenese M. Scelhe.
	Name DENISE M. SCIBILIA Notary Public NOTARY PUBLIC OF NEW JERSE My Commission Expires: Commission Expires 9/26/2005 Residing in
NYDOCS03/775760.4 Ass	signment & Assumption

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BCOL	829000	C114	170	BCOL	829109	C113	901
BCOL	829001	C114	170	BCOL	829110	C113	901
BCOL	829002	C114	170	BCOL	829111	C113	901
BCOL	829004	C114	170	BCOL	829112	C113	901
BCOL	829009	C114	170	BCOL	829113	C113	901
BCOL	829010	C114	170	BCOL	829114	C113	901
BCOL	829011	C114	170	BCOL	829115	C113	901
BCOL	829012	C114	170	BCOL	829117	C113	901
BCOL	829016	C114	170	BCOL	829118	C113	901
BCOL	829017	C114	170	BCOL	829129	C113	901
BCOL	829020	C114	170	CELX	16224	T105	500
BCOL	829021	C114	170	CITX	33382	Т909	170
BCOL	829023	C114	170	CITX	33389	T909	170
BCOL	829027	C114	170	CITX	33395	T909	700
BCOL	829028	C114	170	CITX	33425	T909	80
BCOL	829030	C114	170	CITX	33429	T909	700
BCOL	829032	C114	170	CITX	33432	Т909	80
BCOL	829035	C114	170	CITX	33437	Т909	80
BCOL	829036	C114	170	CITX	33454	Т909	80
BCOL	829038	C114	170	CITX	33455	T909	80
BCOL	829039	C114	170	CITX	35072	T389	80
BCOL	829040	C114	170	CITX	35209	Т909	954
BCOL	829041	C114	170	CITX	35211	T909	954
BCOL	829042	C114	170	CITX	35213	Т909	954
BCOL	829044	C114	170	CITX	35271	T909	170
BCOL	829045	C114	170	CITX	35383	Т909	700
BCOL	829052	C114	170	CITX	35515	T909	700
BCOL	829056	C114	170	CITX	35520	T909	954
BCOL	829057	C114	170	CITX	35521	T909	170
BCOL	829058	C114	170	CITX	35522	T909	954
BCOL	829059	C114	170	CITX	71734	T105	80
BCOL	829061	C114	170	CITX	71766	T105	80
BCOL	829062	C114	170	CITX	71768	T105	80
BCOL	829064	C114	170	CTEX	549	T104	954
BCOL	829068	C114	170	CTEX	550	T104	954
BCOL	829069	C114	170	CTEX	551	T104	954
BCOL	829070	C114	170	CTEX	556	T104	954
BCOL	829071	C114	170	CTEX	558	T104	954
BCOL	829073	C114	170	CTEX	559	T104	954
BCOL	829077	C114	170	CTEX	579	T104	954
BCOL	829079	C114	170	CTEX	580	T104	954
BCOL	829080	C114	170	CTEX	581	T104	954
BCOL	829087	C114	170	CTEX	589	T104	954
BCOL	829096	C114	170	CTEX	591	T104	954
BCOL	829099	C114	170	CTEX	600	T104	954
BCOL	829100	C113	954	CTEX	605	T104	954
BCOL	829100	C113	954	CTEX	607	T104	954
BCOL	829101	C113	954	CTEX	611	T104	954
BCOL	829102	C113	901	CTEX	614	T104	954
BCOL	829104	C113	901	CTEX	615	T104	954
BCOL	829103	C113	901	CTEX	619	T104	954
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CTEX	622	T104	954	-	DCTX	30067	T389	954
CTEX	850	T104	954		DCTX	30082	T389	80
CTEX	852	T104	954		DCTX	30088	T389	954
CTEX	853	T104	954		DCTX	30089	T389	954
CTEX	854	T104	954		DCTX	34409	T389	80
CTEX	858	T104	954		DCTX	34438	T389	80
CTEX	862	T104	954		DCTX	71793	T105	80
CTEX	863	T104	954		DCTX	71796	T105	80
CTEX	864	T104	954		DCTX	72791	T105	80
CTEX	865	T104	954		DCTX	72797	T105	80
CTEX	866	T104	954		DCTX	72798	T105	80
CTEX	867	T104	954		DCTX	72799	T105	80
CTEX	886	T104	954		DCTX	72800	T105	80
CTEX	891	T104	954		DCTX	73353	T105	80
CTEX	896	T104	954		DCTX	73354	T105	80
CTEX	897	T104	954		DCTX	73356	T105	80
CTEX	955	T104	954		DCTX	73357	T105	80
CTEX	971	T104	954		DCTX	76073	T106	80
CTEX	980	T104	954		DCTX	76653	T106	80
CTEX	981	T104	954		HOMX	2027	T389	954
CTEX	985	T104	954		HOMX	2030	T389	954
CTEX	990	T104	954		НОМХ	2032	T389	954
CTEX	991	T104	954		HOMX	2033	T389	954
CTEX	993	T104	954		HOMX	2035	T389	954
CTEX	994	T104	954		HOMX	2037	T389	954
CTEX	1000	T104	954		PCSX	1001	C112	954
CTEX	1001	T104	954		PCSX	1002	C112	954
CTEX	1002	T104	954		PCSX	1003	C112	954
CTEX	1003	T104	954		PCSX	1006	C112	954
CTEX	1004	T104	954		PCSX	1007	C112	954
CTEX	1005	T104	954		PCSX	1008	C112	954
CTEX	1006	T104	954		PCSX	1009	C112	954
CTEX	1007	T104	954		PCSX	1011	C112	954
CTEX	1008	T104	954		PCSX	1013	C112	954
CTEX	1009	T104	954		PCSX	1014	C112	954
CTEX	1010	T104	954		PCSX	1015	C112	954
CTEX	1011	T104	954		PCSX	1016	C112	954
CTEX	1014	T104	954		PCSX	1018	C112	954
CTEX	1016	T104	954		PCSX	1020	C112	954
CTEX	1028	T104	954		PCSX	1021	C112	954
CTEX	1038	T104	954		PCSX	1022	C112	954
CTEX	1053	T104	954		PCSX	1023	C112	954
CTEX	1054	T104	954		PCSX	1024	C112	954
DCTX	29825	T108	80		PCSX	1027	C112	954
DCTX	29838	T108	80		PCSX	1028	C112	954
DCTX	29841	T108	80		PCSX	1029	C112	954
DCTX	29842	T108	80		PCSX	1030	C112	954
DCTX	29849	T108	80		PCSX	1031	C112	954
DCTX	29850	T108	80		PCSX	1032	C112	954
DCTX	30057	T389	954		PCSX	1034	C112	954
DCTX	30066	T389	80		PCSX	1035	C112	954
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MARK	CARNO	AARCD	IP		MARK	CARNO	AARCD	IP
PCSX	1037	C112	954	_	PCSX	1093	C113	954
PCSX	1038	C112	954		PCSX	1094	C113	954
PCSX	1040	C112	954		PCSX	1095	C113	954
PCSX	1042	C112	954		PCSX	1096	C113	954
PCSX	1043	C112	954		PCSX	1097	C113	954
PCSX	1044	C112	954		PCSX	1098	C113	954
PCSX	1045	C112	954		PCSX	1099	C113	954
PCSX	1046	C112	954		PCSX	1100	C113	954
PCSX	1047	C113	954		PCSX	1101	C113	954
PCSX	1048	C113	954		PCSX	1103	C113	954
PCSX	1049	C113	954		PCSX	1104	C113	954
PCSX	1050	C113	954		PCSX	1105	C113	954
PCSX	1051	C113	954		PCSX	1107	C113	954
PCSX	1052	C113	954		PCSX	1108	C113	954
PCSX	1054	C113	954		PCSX	1109	C113	954
PCSX	1055	C113	954		PCSX	1123	C113	954
PCSX	1056	C113	954		PCSX	1125	C113	954
PCSX	1057	C113	954		PCSX	1126	C113	954
PCSX	1058	C113	954		PCSX	1128	C113	954
PCSX	1059	C113	954		PCSX	1129	C113	954
PCSX	1060	C113	954		PLMX	133	T108	954
PCSX	1061	C113	954		PLMX	135	T108	954
PCSX	1063	C113	954		PLMX	138	T108	954
PCSX	1064	C113	954		PLMX	139	T108	954
PCSX	1065	C113	954		PLMX	143	T108	954
PCSX	1066	C113	954		PLMX	144	T108	954
PCSX	1067	C113	954		PLMX	146	T108	954
PCSX	1068	C113	954		PLMX	148	T108	954
PCSX	1069	C113	954		PLMX	151	T108	954
PCSX	1070	C113	954		PLMX	153	T108	954
PCSX	1071	C113	954		PLMX	154	T108	954
PCSX	1072	C113	954		PLMX	157	T108	954
PCSX	1073	C113	954		PLMX	158	T108	954
PCSX	1074	C113	954		PLMX	162	T108	954
PCSX	1075	C113	954		PLMX	1011	T389	901
PCSX	1076	C113	954		PLMX	1015	Т389	901
PCSX	1077	C113	954		PLMX	1020	T389	901
PCSX	1078	C113	954		PLMX	1023	T389	901
PCSX	1080	C113	954		PLMX	1026	T389	901
PCSX	1081	C113	954		PLMX	1030	T389	901
PCSX	1082	C113	954		PLMX	1031	T389	901
PCSX	1083	C113	954		PLMX	1032	T389	901
PCSX	1084	C113	954		PLMX	1033	T389	901
PCSX	1085	C113	954		PLMX	1036	T389	901
PCSX	1086	C113	954		PLMX	1042	T389	901
PCSX	1087	C113	954		PLMX	2294	T105	901
PCSX	1088	C113	954		PLMX	2491	T105	901
PCSX	1089	C113	954		PLMX	2500	T429	954
PCSX	1090	C113	954		PLMX	2504	T429	954
PCSX	1091	C113	954		PLMX	2519	T429	954
PCSX	1092	C113	954		PLMX	2522	T429	954
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MARK	CARNO	AARCD	IP		MARK	CARNO	AARCD	IP
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PLMX	2531	T429	954		PLMX	3945	T909	954
PLMX	2533	T429	954		PLMX	3956	T909	954
PLMX	2534	T429	954		PLMX	3962	Т909	954
PLMX	2538	T429	954		PLMX	3963	T909	954
PLMX	2545	T429	954		PLMX	3969	T909	954
PLMX	2547	T429	954		PLMX	4104	T389	954
PLMX	2548	T429	954		PLMX	4121	T389	954
PLMX	2550	T429	954		PLMX	4124	T389	954
PLMX	2552	T429	954		PLMX	4125	T389	954
PLMX	2555	T429	954		PLMX	4126	T389	954
PLMX	2561	T389	954		PLMX	4127	T389	954
PLMX	2562	T429	954		PLMX	4129	T389	954
PLMX	2573	T429	954		PLMX	4130	T389	954
PLMX	2575	T429	954		PLMX	4131	T389	954
PLMX	2576	T429	954		PLMX	4132	T389	954
PLMX	2577	T429	954		PLMX	4133	T389	954
PLMX	2582	T429	954		PLMX	4521	T909	954
PLMX	2589	T429	954		PLMX	4559	T909	170
PLMX	2594	T429	954		PLMX	4645	Т909	954
PLMX	2595	T429	954		PLMX	9111	Т399	954
PLMX	2609	T429	954		PLMX	9117	Т399	600
PLMX	3011	T419	170		PLMX	9118	Т399	954
PLMX	3012	T419	170		PLMX	9125	Т399	600
PLMX	3021	T419	170		PLMX	9127	Т399	600
PLMX	3022	T419	170		PLMX	9129	T399	600
PLMX	3743	T909	954		PLMX	9131	T399	954
PLMX	3779	Т909	954		PLMX	9142	T399	954
PLMX	3806	T419	954		PLMX	9207	T399	954
PLMX	3807	T419	954		PLMX	9234	T399	954
PLMX	3809	T419	170		PLMX	10181	C113	901
PLMX	3812	T419	170		PLMX	10182	C113	901
PLMX	3822	T419	954		PLMX	10552	C113	901
PLMX	3823	T419	954		PLMX	10557	C113	901
PLMX	3824	T419	954		PLMX	10577	C113	901
PLMX	3825	T419	954		PLMX	19101	T104	170
PLMX	3826	T419	954		PLMX	19102	T104	170
PLMX	3832	T419	954		PLMX	19103	T104	170
PLMX	3833	T419	954		PLMX	19104	T104	170
PLMX	3841	T419	954		PLMX	19105	T104	170
PLMX	3843	T419	954		PLMX	19106	T104	170
PLMX	3845	T419	954		PLMX	19107	T104	170
PLMX	3846	T419	954		PLMX	19108	T104	170
PLMX	3850	T389	954		PLMX	19109	T104	170
PLMX	3853	T419	954		PLMX	19110	T104	170
PLMX	3854	T419	954		PLMX	19111	T104	170
PLMX	3856	T419	954		PLMX	19112	T104	170
PLMX	3857	T419	954		PLMX	19113	T104	170
PLMX	3859	T419	954		PLMX	19114	T104	170
PLMX	3916	T909	170		PLMX	19115	T104	170

MARK	CARNO	AARCD	ΙP	MARK	CARNO	AARCD	IP
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PLMX	19117	T104	170	PLMX	19168	T104	170
PLMX	19118	T104	170	PLMX	19169	T104	170
PLMX	19119	T104	170	PLMX	19170	T104	170
PLMX	19120	T104	170	PLMX	19171	T104	170
PLMX	19121	T104	170	PLMX	19172	T104	170
PLMX	19122	T104	170	PLMX	19173	T104	170
PLMX	19123	T104	170	PLMX	19174	T104	170
PLMX	19124	T104	170	PLMX	19175	T104	170
PLMX	19125	T104	170	PLMX	19176	T104	505
PLMX	19126	T104	170	PLMX	19177	T104	505
PLMX	19127	T104	170	PLMX	19178	T104	505
PLMX	19128	T104	170	PLMX	19179	T104	505
PLMX	19129	T104	170	PLMX	19180	T104	505
PLMX	19130	T104	170	PLMX	19181	T104	505
PLMX	19131	T104	170	PLMX	19182	T104	505
PLMX	19132	T104	170	PLMX	19183	T104	505
PLMX	19133	T104	170	PLMX	19185	T104	505
PLMX	19134	T104	170	PLMX	19186	T104	505
PLMX	19135	T104	170	PLMX	19187	T104	505
PLMX	19136	T104	170	PLMX	19188	T104	505
PLMX	19137	T104	170	PLMX	19189	T104	505
PLMX	19138	T104	170	PLMX	19190	T104	505
PLMX	19139	T104	170	PLMX	19191	T104	505
PLMX	19140	T104	170	PLMX	19192	T104	505
PLMX	19141	T104	170	PLMX	19193	T104	505
PLMX	19142	T104	170	PLMX	19194	T104	505
PLMX	19143	T104	170	PLMX	19195	T104	505
PLMX	19144	T104	170	PLMX	19197	T104	505
PLMX	19145	T104	170	PLMX	19198	T104	505
PLMX	19146	T104	170	PLMX	19199	T104	505
PLMX	19147	T104	170	PLMX	19200	T104	505
PLMX	19148	T104	170	PLMX	19202	T104	505
PLMX	19149	T104	170	PLMX	19203	T104	505
PLMX	19150	T104	170	PLMX	19204	T104	505
PLMX	19151	T104	170	PLMX	19206	T104	505
PLMX	19152	T104	170	PLMX	19209	T104	505
PLMX	19153	T104	170	PLMX	19210	T104	505
PLMX	19154	T104	170	PLMX	19213	T104	505
PLMX	19155	T104	170	PLMX	19214	T104	505
PLMX	19156	T104	170	PLMX	19215	T104	505
PLMX	19157	T104	170	PLMX	19216	T104	505
PLMX	19158	T104	170	PLMX	19217	T104	505
PLMX	19159	T104	170	PLMX	19218	T104	505
PLMX	19160	T104	170	PLMX	25336	T106	954
PLMX	19161	T104	170	PLMX	25345	T106	954
PLMX	19162	T104	170	PLMX	25349	T106	954
PLMX	19163	T104	170	PLMX	25352	T106	954
PLMX	19164	T104	170	PLMX	25380	T106	954
PLMX	19165	T104	170	PLMX	25460	T106	954
PLMX	19166	T104	170	PLMX	25469	T106	954

MARK	CARNO	AARCD	IP	MARE	CARNO	AARCD	IP
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PLMX	25476	T106	954	PLMX	34410	Т389	170
PLMX	25478	T106	954	PLMX	34721	Т389	170
PLMX	25480	T106	954	PLMX	34845	Т389	954
PLMX	25489	T106	954	PLMX	34915	T389	954
PLMX	25499	T106	954	PLMX	34917	Т389	170
PLMX	25642	T106	954	PLMX	34920	T389	954
PLMX	26332	T105	954	PLMX	34921	T389	954
PLMX	26364	T105	954	PLMX	34923	T389	170
PLMX	30075	T389	954	PLMX	34928	T389	954
PLMX	30083	T389	954	PLMX	34934	T389	170
PLMX	30176	T108	170	PLMX	34935	T389	954
PLMX	30177	T108	170	PLMX	35118	T419	954
PLMX	30178	T108	170	PLMX	35322	T909	954
PLMX	30179	T108	170	PLMX	35326	T909	170
PLMX	30180	T108	170	PLMX	35336	T909	170
PLMX	30181	T108	170	PLMX	35376	T909	170
PLMX	30182	T108	170	PLMX	35391	T909	700
PLMX	30183	T108	170	PLMX	35397	T909	700
PLMX	30184	T108	170	PLMX	50050	T106	954
PLMX	30185	T108	170	PLMX	50055	T106	954
PLMX	30189	T108	600	PLMX	50073	T106	954
PLMX	30191	T108	600	PLMX	50080	T106	954
PLMX	30193	T108	600	PLMX	50081	T106	954
PLMX	32700	T919	170	PLMX	50093	T106	954
PLMX	33004	T419	954	PLMX	50104	T106	954
PLMX	33009	T419	954	PLMX	50105	T106	954
PLMX	33010	T419	954	PLMX	50108	T106	954
PLMX	33021	T419	954	PLMX	50111	T106	954
PLMX	33022	T419	954	PLMX	50117	T106	954
PLMX	33034	T419	954	PLMX		T106	954
PLMX	33035	T419	954	PLMX		T106	954
PLMX	33037	T419	954	PLMX		T106	954
PLMX	33038	T419	954	PLMX	50141	T106	954
PLMX	33039	T419	954	PLMX	50147	T106	954
PLMX	33040	T419	954	PLMX	50157	T106	954
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PLMX	33044	T419	954	PLMX		T106	954
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PLMX	33046	T419	954	PLMX		T106	954
PLMX	33047	T419	954	PLMX	50200	T106	954
PLMX	33350	Т909	80	PLMX	50232	T106	954
PLMX	33351	T909	170	PLMX		T106	954
PLMX	33354	T909	700	PLMX		T106	954
PLMX	33359	Т909	170	PLMX		T106	954
PLMX	33366	T909	170	PLMX		T106	954
PLMX	33490	T909	170	PLMX		T106	954
PLMX	34258	T389	170	PLMX		T106	954
PLMX	34262	T389	170	PLMX		T106	954
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MARK	CARNO	AARCD	IP	MARK	CARNO	AARCD	IP
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PLMX	50672	T106	954	PLMX	78405	T106	954
PLMX	78000	T106	954	PLMX	78406	T106	954
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PLMX	78050	T106	954	PLMX	78443	T106	954
PLMX	78117	T106	954	PLMX	78449	T106	954
PLMX	78119	T106	954	PLMX	78451	T106	954
PLMX	78212	T106	954	PLMX	78456	T106	954
PLMX	78230	T106	954	PLMX	78458	T106	954
PLMX	78234	T106	954	PLMX	78462	T106	954
PLMX	78235	T106	954	PLMX	78469	T106	954
PLMX	78239	T106	954	PLMX	78471	T106	954
PLMX	78240	T106	954	PLMX	78476	T106	954
PLMX	78241	T106	954	PLMX	78479	T106	954
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PLMX	78244	T106	954	PLMX	78483	T106	954
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PLMX	78280	T106	954	PLMX	78491	T106	954
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PLMX	78289	T106	954	PLMX	79004	T106	954
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PLMX	78303	T106	954	PLMX	79016	T106	954
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PLMX	78337	T106	954	PLMX	79027	T106	954
PLMX	78338	T106	954	PLMX	79029	T106	954
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PLMX	78355	T106	954	PLMX	79103	T106	954
PLMX	78375	T106	954	PLMX	79109	T106	954
PLMX	78379	T106	954	PLMX	81120	T106	954

MARK	CARNO	AARCD	IP		MARK	CARNO	AARCD	IP
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PLMX	81142	T106	954		PLMX	135060	T389	170
PLMX	81150	T106	954		PLMX	135061	T389	170
PLMX	81161	T106	954		PLMX	135065	T389	170
PLMX	81162	T106	954		PLMX	135066	T389	170
PLMX	81164	T106	954		PLMX	135067	T389	170
PLMX	81165	T106	954		PLMX	135068	T389	170
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PLMX	81177	T106	954		PLMX	135073	T389	170
PLMX	81182	T106	954		PLMX	135075	T389	170
PLMX	81187	T106	954		PLMX	135076	Т389	170
PLMX	81188	T106	954		PLMX	135077	T389	170
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PLMX	128016	C113	954		PLMX	135083	T389	170
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PLMX	135017	T389	170		PLMX	135095	T389	170
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PLMX	135020	T389	170		PLMX	135097	T389	170
PLMX	135021	T389	170		PLMX	135098	T389	170
PLMX	135022	T389	170		PLMX	135099	T389	170
PLMX	135023	T389	170		PLMX	135100	T389	170
PLMX	135024	T389	170		PLMX	135101	T389	170
PLMX	135025	T389	170		PLMX	135102	T389	170
PLMX	135026	T389	170		PLMX	135103	T389	170
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PLMX	135030	T389	170		PLMX	135107	T389	170
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PLMX	135053	T389	170		PLMX	135111	T389	170
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PLMX	135055	T389	170		PLMX	135282	T389	170
PLMX	135056	T389	170		PLMX	135283	T389	170
PLMX	135057	T389	170		PLMX	135284	T389	170

MARK	CARNO	AARCD	ΙP	MARK	CARNO	AARCD	ΙP
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PLMX	135287	T389	170	PLMX	135699	T389	954
PLMX	135288	T389	170	PLMX	135700	T389	954
PLMX	135289	Т389	170	PLMX	135701	T389	954
PLMX	135290	T389	170	PLMX	135703	T389	954
PLMX	135291	T389	170	PLMX	135704	T389	954
PLMX	135292	T389	170	PLMX	135706	T389	954
PLMX	135293	T389	170	PLMX	135707	T389	954
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PLMX	135295	T389	170	PLMX	135709	T389	95 4 954
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PLMX	135297	T389	170	PLMX	135712	T389	954 954
PLMX	135298	T389	170	PLMX	135715	T389	95 4 954
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- 2	100000	1009	90 4	PLMX	135772	T389	954

MARK	CARNO	AARCD	ΙP	MARK	CARNO	AARCD	IP
PLMX	135773	T389	954	PLMX	137234	T389	819
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PLMX	135775	T389	954	PLMX	137238	T389	819
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PLMX	137147	T389	505	PLMX		T389	
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Schedule 1 to Assignment and Assumption Agreement

MARK	CARNO	AARCD	IP
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PLMX	137296	T389	66
PLMX	137299	T389	66
PLMX	137300	T389	66
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PLMX	178029	T106	954
PLMX	178051	T106	954
PLMX	178120	T106	954
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PLMX	178208	T106	954
PLMX	178211	T106	954
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PLMX	178219	T106	954
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PLMX	733162	T389	95 4 954
PLMX	733162	T389	95 4 954
PLMX	733165	T389	954 954
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PLMX	733167		
PLMX	733107	T389 T389	954 054
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I DIVIA	100100	T389	954

MARK	CARNO	AARCD	ΙP
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PLMX	733221	T389	954
PLMX	733222	T389	954
VCSX	136	T108	954
VCSX	149	T108	954
VCSX	150	T108	954
VCSX	160	T108	954
VCSX	163	T108	954
VCSX	165	T108	954

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: S/24/05 Robert W. Alvord